

COUNTY OF YORK, VIRGINIA
INVITATION FOR BIDS
(IFB)

Issue Date: April 29, 2011

IFB #: 1804

Title: Software License and Maintenance: VMWare® (**NO SUBSTITUTES**)

Classification Code: 20890

*Issuing Agency:

County of York, Virginia

Central Purchasing

120 Alexander Hamilton Blvd/PO Box 532

Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed:

County School Board of York County, Virginia

School Board Office

302 Dare Road

Yorktown, Virginia 23692

Sealed Bids Will Be Received Until **May 16, 2011 at 5:00 p.m.** At Which Time They Shall Be Opened In Public And Read Aloud. No Faxed or E-mailed Bids Allowed.

All Inquiries For Information Should Be Directed To: T. W. Sawyer, CPPO, CPPB, Telephone: (757) 890-3680.

***SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.**

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Under-signed Offers And Agrees to Furnish The Materials And Services Described At the Prices Indicated In Section 9.0.

Name and Address of Firm:

Date: _____

By: _____

Signature in ink

E-mail No.

Title: _____

Telephone No.: _____

Type/Print Name: _____

Facsimile No.: _____

Federal Tax ID#: _____

1.0 PURPOSE:

It is the express intent of this formal Invitation For Bids (IFB) to secure a supplier to provide software as listed in Section 9.0 for the County School Board of York County, Virginia, hereinafter the "School Division".

2.0 SCOPE OF WORK:

The successful bidder, hereinafter "Contractor", shall provide and deliver software and "Maintenance" to the School Division as specified in Section 9.0 at the prices provided by bidder in Section 9.0.

3.0 GENERAL TERMS AND CONDITIONS**3.1 Applicable Policy:**

This solicitation is subject to the provisions of the County of York, Virginia Ordinance No. 10-19 Procurement Policy), and any revisions thereto.

3.2 MANDATORY USE OF FORM:

All responses to an Invitation for Bid (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the good and/or services offered or delivery terms, bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked with the IFB number, date and time of bid opening.

3.3 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by the County of York, Virginia, Central Purchasing office, hereinafter "Purchasing", after the date and time specified for the scheduled bid opening, will not be considered. It will be the responsibility of bidder to see that its bid is in the Purchasing office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

3.4 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

3.5 CLARIFICATION OF TERMS:

Questions about the specifications or other solicitation documents should be directed to the buyer whose name appears on the face of this solicitation. Any revisions to the solicitation will be made only by written addendum issued by Purchasing.

3.6 TESTING/INSPECTION:

Purchasing and the School Division reserve the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications.

3.7 INVOICES:

Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order or contract. All invoices shall show the Contract number and/or purchase order number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than thirty (30) days.

3.8 DEFAULT:

In the event of a default by Contractor, the School Division reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

3.9 ETHICS IN PUBLIC CONTRACTING:

By submitting its bid, each bidder certifies that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

3.10 ANTI-DISCRIMINATION:

By submitting its bids or proposals, bidder certifies to the School Division that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of School Division, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the School Division shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

3.11 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Bidder certifies that it does not and will not during the performance of the Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

3.12 AVAILABILITY OF FUNDS:

It is understood and agreed between Contractor and the School Division that the School Division shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this IFB.

3.13 NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds the Purchasing Agent reserves the right to negotiate with the apparent low bidder to obtain a mutually agreeable contract price. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.

3.14 REPLACEMENT OF DAMAGED GOODS:

Any damages to products resulting from delivery of the software/items procured shall be replaced to School Division's satisfaction at the Vendor's sole expense.

3.15 WARRANTY:

The bidder agrees that the parts, supplies and service furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the bidder gives any customer for such parts, supplies and services and that the rights and remedies provided therein are in addition to and do not limit those available to the School Division by any other

clause of this solicitation. A COPY OF THIS WARRANTY MUST BE FURNISHED WITH YOUR BID.

4.0 INFORMATION FOR BIDDERS:

- 4.1 Prices should be stated in units of quantity specified, with packing and delivery to destination included, less Federal, State and local taxes.
- 4.2 The time of proposed delivery must be stated in definite terms in Section 7.0. If time of delivery for different commodities varies, the bidder shall so state.
- 4.3 Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the bidder's risk and expense.
- 4.4 All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing bids. Bids must show unit price, amount and grand total as set forth in Section 9.0. In case of error in the extension of prices, the unit price shall govern.
- 4.5 When qualified by the provision "**NO SUBSTITUTE**", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item restricts bidders to the manufacturer, brand, make or catalog designation identification.
- 4.6 Bidder declares that its bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud.
- 4.7 Award will be made to the lowest responsible and responsive bidder. The quality of the articles to be supplied their conformity with the specifications, their suitability to the requirements of the School Division, and the delivery terms will be taken into consideration in making the award.
- 4.8 The School Division and Purchasing reserve the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the School Division will be served.
- 4.9 Cash discounts may be offered by bidder for prompt payment of bills. Such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
- 4.10 Acceptance of a bid by the Purchasing Office is not an order to ship.
- 4.11 Each bid is received with the understanding that the acceptance in writing by the School Division of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the School Division, which shall bind the

bidder on his part to furnish and deliver the quoted articles at the prices stated and in accordance with the conditions of said accepted bid; and the School Division on its part to order from such bidder, except in cases of causes beyond its reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Any equipment delivered must be standard new equipment latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

- 4.12 Contractor guarantees to save the School Division, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which Contractor is not the patentee, assignee or licensee. This clause shall be deemed to be incorporated into any contract awarded as a consequence of this IFB.
- 4.13 All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.
- 4.14 Verify your bids before submission as they cannot be withdrawn or corrected after being opened. Unless otherwise specified herein, bidder agrees to hold the price(s) for sixty (60) calendar days from bid opening date.
- 4.15 If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
- 4.16 Length of time for delivery as well as price may be considered in awarding of bid.

5.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 applied to the School Division mutatis mutandis. The School Division shall give its final decision on any claim of the Vendor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of School Division.

6.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only

materials of the highest quality and correct type, size and design are to be used. All interpretation of these specifications shall be made on the basis of this statement.

7.0 DELIVERY:

Time is of the essence. State your earliest firm delivery date. If awarded the contract, the undersigned agrees to ship the entire order within _____ calendar days following receipt of order. THIS MAY BE A FACTOR IN MAKING AN AWARD.

8.0 DRUG-FREE WORKPLACE:

During the performance of this contract, Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, a "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

9.0 PRICE SCHEDULE AND SPECIFICATIONS:

The bidder agrees to provide the products as listed below **(NO SUBSTITUTES)** in accordance with the specifications and terms and conditions provided herein at the prices as follows:

<u>ITEM NO.</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
9.1	16	Each	US VMWARE VSPHERE 4 ENTERPRISE FOR ONE (1) PROCESSOR (MAX 6 CORES PER PROCESSOR)	\$_____	\$_____
9.2	16	Each	US PRODUCTION SUPPORT/ SUBSCRIPTION FOR VMWARE VSPHERE ENTERPRISE FOR ONE PROCESSOR FOR ONE YEAR	\$_____	\$_____
9.3			GRAND TOTAL	\$_____	

10.0 VENDOR DATA:

Please complete the following:

10.1 Years in Business:

Indicate the length of time you have been in business providing this type of product/service: _____years _____months.

10.2 References:

Indicate below a listing of at least five (5) recent references for whom you have provided this type of product/service. Include the date products/service was furnished and the name, address and phone number of the person we have your permission to contact.

<u>CLIENT</u>	<u>DATE</u>	<u>ADDRESS</u>	<u>PERSON TO CONTACT AND PHONE NUMBER</u>
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